

MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR,
OFFICE OF TERRITORIAL AND INTERNATIONAL AFFAIRS,
KILI/BIKINI/EJIT LOCAL GOVERNMENT COUNCIL
AND THE
UNITED STATES DEPARTMENT OF ENERGY
OFFICE OF ENVIRONMENT, SAFETY AND HEALTH
FOR THE
REHABILITATION AND RESETTLEMENT OF BIKINI ATOLL

This Memorandum of Agreement (hereinafter referred to as "Agreement") is made by and between the UNITED STATES DEPARTMENT OF THE INTERIOR represented by the Office of Territorial and International Affairs (hereinafter referred to as "DOI/OTIA"), the KILI/BIKINI/EJIT LOCAL GOVERNMENT COUNCIL (hereinafter referred to as "the Council"), and the UNITED STATES DEPARTMENT OF ENERGY represented by the Office of Environment, Safety and Health (hereinafter referred to as "DOE/ES&H").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to implement the purpose of the U.S. Congress in Public Laws Nos. 97-257 and 100-445; and

WHEREAS, DOE/ES&H has entered into a Contract for logistical support for the performance of specified activities in the Marshall Islands; and

WHEREAS, the People of Bikini and DOI/OTIA will benefit from the assistance of the DOE/ES&H contractor; and

WHEREAS, DOE/ES&H and its contractor are capable and willing to provide assistance in the rehabilitation and resettlement of Bikini Atoll;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - GENERAL

a. In the administration and coordination of the services to be provided under this Agreement, the Bikini Project Officer, as designated by DOI/OTIA and

the Director, Health Physics Programs Division of DOE/ES&H, are designated operational representatives. These representatives, in consultation with the Council are responsible for monitoring the performance of this Agreement and are authorized to issue operational procedures and directions within the policy and principles of this Agreement.

b. This Agreement may be amended by agreement of the parties in accordance with applicable rules and regulations.

c. The parties acknowledge that the Council is conducting a cleanup and resettlement program at Bikini Atoll (hereinafter referred to as ("cleanup and resettlement program"). The parties acknowledge that it will be of mutual benefit to use each other's logistics and life support systems on a limited non-interference basis. Any such exchange of services shall be reimbursed on a direct cost basis. All parties agree to hold each other "harmless" in the event of damage to shared equipment or injury to personnel or visitors using the equipment or facilities of the other parties.

ARTICLE 2 - SCOPE OF WORK

a. On or about September 1 of each year this Agreement is in effect the Council shall provide the DOE/ES&H with an estimate of the amount of services that will be needed from the DOE/ES&H for the upcoming fiscal year.

b. A scope of work and estimated costs for DOE/ES&H support shall be prepared on or about October 1 of each fiscal year this Agreement is in effect. Revised statements of work shall be provided as required during the performance period.

c. The scope of work for each fiscal year for DOE/ES&H support shall be prepared and approved by the Council, and submitted to and approved by DOI/OTIA

for review and written approval if the dollar amount of work exceeds \$100,000.00 per fiscal year.

d. Once the Council and DOI/OTIA agree upon and approve a specific scope of work at a specific dollar amount, DOI/OTIA shall forward such scope of work to DOE/ES&H, and such scope of work, together with any other instructions DOI/OTIA deems necessary to clarify the role of DOE/ES&H, shall constitute authorization for DOE/ES&H to provide said support under this Agreement.

ARTICLE 3 - FINANCE

a. Pursuant to the Memorandum of Understanding dated April 1991 between DOI/OTIA and the Bikini Resettlement Trust Fund (hereinafter referred to as the MOU, April 1991), a copy of which is attached hereto as Exhibit A and incorporated into this Memorandum of Agreement by this reference:

(1) Upon forwarding of the approved scope of work by DOI/OTIA, referred to in Article 2 above, the Trustee of the Resettlement Trust Fund is directed to obligate, reserve and earmark out of the Resettlement Trust Fund account for payment to DOI/OTIA the specific dollar amounts referred to in each scope of work.

(2) DOE/ES&H will ensure monthly billing to DOI/OTIA utilizing the On-Line Payment and Collection System (OPAC). DOE/ES&H will furnish periodic financial and program progress reports in such reasonable detail as may be required by DOI/OTIA. DOE/ES&H and/or its contractors shall not incur costs, enter into commitments or submit requests for payments to DOI/OTIA in excess of the dollar amount contained in an existing and approved scope of work.

(3) Within two (2) business days of receipt of a written request for payment from DOI/OTIA pursuant to a scope of work that has been previously approved by the Council and DOI/OTIA the Trustee of the

Resettlement Trust Fund shall wire transfer to DOI/OTIA's account, pursuant to instructions contained in such written request, those sums requested by DOI/OTIA.

b. The parties understand that any and all disputes arising out of this Agreement, including but not limited to payment for work performed, quality of work performed and amount of payment, are to be resolved between the signatories to this Memorandum of Agreement.

ARTICLE 4 - DELIVERABLES

DOE/ES&H shall prepare a status report and fiscal accounting to DOI/OTIA and the Council within 120 days of the end of each U.S. Government fiscal year. The fiscal accounting report shall be prepared in accordance with generally acceptable U.S. Government accounting standards.

APPROVED AND SO AGREED:

United States Department of Interior
Territorial and International
Affairs

Date: _____

By: _____

Kili/ Bikini/Ejit Local Government
Council

Date: _____

By: _____

United States Department of Energy
Office of Environment, Safety and
Health

Date: _____

By: _____

BACKGROUND